

The Contractor shall presume that socially and economically disadvantaged individuals include African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans and other minorities, or any other individual found to be disadvantaged by the Administration pursuant to section 8(a) of the Small Business Act.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.

**VIII. Small Business and Small Disadvantaged Business Subcontracting Plan (If Subcontract of Government Contract Exceeds \$500,00)**

Contractor will adopt a subcontracting plan similar to the plan agreed to by Southwestern Bell Telephone Company.

**IX. Utilization of Women-Owned Small Businesses**

(a) "Women-owned small businesses," as used in this clause, means businesses that are at least 51 percent owned by women who are United States citizens and who also control and operate the business.

"Control," as used in this clause, means exercising the power to make policy decisions.

"Operate," as used in this clause, means being actively involved in the day-to-day management of the business.

(b) It is the policy of the United States that women-owned small businesses shall have the maximum practicable opportunity to participate in performing contracts awarded by any Federal agency.

(c) The Contractor agrees to use its best efforts to give women owned small businesses the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract.

## **APPENDIX ITR**

## APPENDIX ITR (TRUNKING REQUIREMENTS)

This Appendix provides descriptions of the trunking requirements for the LSP and SWBT interconnection. The attached scenarios depict the recommended trunk groups for local, intraLATA toll, interLATA "meet point", mass calling, E911 and Operator Services interconnection. All references to incoming and outgoing trunk groups are from the perspective of the LSP.

### I. LOCAL TRAFFIC AND INTRALATA TOLL TRAFFIC

#### (a) The LSP Originating (The LSP to SWBT)

When SWBT has a combined local and access tandem in an exchange, IntraLATA Toll Traffic may be combined with the Local Traffic on the same trunk group. When SWBT has more than one combined local and access tandem in an exchange, the LSP shall provide a separate trunk group to each SWBT tandem. When there are separate SWBT access and local tandems in an exchange, a separate local trunk group shall be provided to the local tandem and a separate IntraLATA toll trunk group shall be provided to the access tandem. This trunk group(s) shall be one-way or two-way directionalized outgoing only and will utilize Signaling System 7 (SS7) or multifrequency (MF) protocol signaling. These trunks will be groomed in comport with Section 4.4 of the Agreement.

#### (b) The LSP Terminating (SWBT to LSP)

When SWBT has a combined local and access tandem, SWBT shall normally combine the Local and IntraLATA Toll Traffic over a single trunk group to the LSP. When SWBT has a separate access and local tandem in an exchange, a trunk group shall be established from each tandem to the LSP. This trunk group(s) shall be one-way or two-way directionalized incoming only and will utilize SS7 or MF protocol signaling. These trunks will be groomed in comport with Section 4.4 of the Agreement.

#### (c) Direct End Office Trunking

The Parties shall establish direct end office primary high usage trunk groups for Local Traffic and/or IntraLATA Toll Traffic for the end offices specified on Attachment 1 (Direct End Office Trunking) and for additional SWBT end offices upon mutual agreement of the Parties.

The direct end office trunks will be provided utilizing a mid-point meet architecture (as described in Section 4.0 of this Agreement) with the Network Interconnection Point (NIP) defined at the Cox collocation at the SWBT tandem building. If LSP has established collocation to the end office, the trunks shall be

provisioned over the LSP collocation facility. If the LSP has no collocation facilities, SWBT shall provision the trunks from the NIP to the end office. IntraLATA Toll Traffic shall be provided over a separate trunk group to the SWBT Access Tandem.

## II. ACCESS TOLL CONNECTING TRUNKS

InterLATA traffic shall be transported between the LSP Central Office and the SWBT access tandem over a trunk group separate from local and intraLATA toll traffic. The access toll connecting trunk group will be established for the transmission and routing of Exchange Access traffic between the LSP's end users and interexchange carriers via a SWBT access tandem. When SWBT has more than one access tandem within an exchange, the LSP shall utilize a single access toll connecting trunk group to one SWBT tandem within the exchange. This trunk group may be set up as one-way or two-way (two-way is preferred) and will utilize SS7 or MF protocol signaling. The traffic use code and modifier for this trunk group should be MDJ (see Scenario 1, 2, 3, or 4).

## III. 800 (888) TRAFFIC

If the LSP chooses SWBT to handle 800 (888) database queries from its central office switches, all the LSP originating 800 (888) service queries will be routed over the InterLATA Interexchange Carrier (MDJ) trunk group. This traffic will include a combination of both InterLATA Interexchange Carrier 800 (888) service and IntraLATA LEC 800 (888) service that will be identified and segregated by carrier through the database query handled through the SWBT tandem switch.

A separate trunk group from each Party to the other will be required for IntraLATA 800 service if either Party chooses to handle the 800 database queries from its switch location. The purpose of the separate trunk group is to provide for the segregation of originating 800 IntraLATA call volumes to ensure the proper billing of intercompany settlement compensation.

The trunk group shall be set up as one-way outgoing only and will utilize SS7 protocol signaling. The traffic use code and modifier for this trunk group should be DD800J (see Scenario 1, 2, 3, or 4).

## IV. E911

A segregated trunk group will be required to each appropriate E911 tandem within the exchange in which the LSP offers the Exchange Service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling. The traffic use code and modifier for this trunk group shall be ESJ (see Scenario 1, 2, 3, or 4).

## V. MASS CALLING (PUBLIC RESPONSE CHOKE NETWORK)

A segregated trunk group shall be required to the designated Public Response Choke Network tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF signaling. It is recommended that this group be sized as follows:

<15001 access lines (AC)	2 trunks (min)
15001 to 25000 AC	3 trunks
25001 to 50000 AC	4 trunks
50001 to 75000 AC	5 trunks
>75000 AC	6 trunks (max)

The traffic use code and modifier for this trunk group shall be TOCRJ (see Scenario 1, 2, 3, or 4).

## VI. OPERATOR SERVICES

### (a) No Operator Contract:

Inward Operator Assistance (Toll Center (TC) Code plus 121) - The LSP may choose from two interconnection options for Inward Operator Assistance as follows:

#### Option 1 - Interexchange Carrier (IXC) Carrier

The LSP may utilize the Interexchange Carrier Network (see Scenario 6). The LSP operator will route its calls requiring inward operator assistance through its designated IXC POP to SWBT's TOPS tandem. SWBT shall route its calls requiring inward operator assistance to the LSP's Designated Operator Switch (TTC) through the designated IXC POP.

#### Option 2 - The LSP Operator Switch

The LSP reports its switch as the designated serving operator switch (TTC) for its NPA-NXXs and requests SWBT to route its calls requiring inward operator assistance to the LSP. This option requires a segregated two-way (with MF signaling) trunk group from SWBT's Access Tandem to the LSP switch. The traffic use code and modifier for this trunk group should be OAJ (see Scenario 7). The LSP's operator will route its calls requiring inward operator assistance to SWBT's operator over an IXC network.

### (b) Operator Contract with SWBT:

#### (i) Directory Assistance (DA):

The LSP may contract for DA services only. A segregated trunk group for these services would be required to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF and Operator Services signaling. The traffic use code and modifier for this trunk group should be DAJ (see Scenario 5).

(ii) Directory Assistance Call Completion (DACC):

The LSP contracting for DA services may also contract for DACC. This requires a segregated one-way trunk group to SWBT's TOPS tandem. This trunk group is set up as one-way outgoing only and utilizes MF signaling. The traffic use code and modifier for this trunk group should be DACCJ (see Scenario 5).

(iii) Busy Line Verification:

When SWBT's operator is under contract to verify the LSP's end user loop, SWBT will utilize a segregated one-way with MF signaling trunk group from SWBT's Access Tandem to the LSP switch. The traffic use code and modifier for this trunk group should be VRJ (see Scenario 5).

(iv) Operator Assistance (0+, 0-):

This service requires a one-way trunk group from the LSP switch to SWBT's TOPS tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated as ETCMFJ (0-, 0+, DA, DACC) (see Scenario 5). If DA is not required or is transported on a segregated trunk group, then the group will be designated as ETCM2J (see Scenario 5). MF and Operator Services signaling will be required on the trunk group.

## VII. Trunk Design Blocking Criteria

Trunk forecasting and servicing for the Local and IntraLATA Toll trunk groups shall be based on the industry standard objective of 2% overall time consistent average busy season busy hour loads (1% from the End Office to the Tandem and 1% from the Tandem to the End Office based on Neil Wilkinson B.01M [Medium Day-to-Day Variation] until traffic data is available ). Listed below are the trunk group types and their objectives:

<u>Trunk Group Type</u>	<u>Blocking Objective (Neil Wilkinson M)</u>
Local Tandem	1%
Local Direct	2%
IntraLATA Interexchange	1%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%

InterLATA Tandem

0.5%

### VIII. FORECASTING/SERVICING RESPONSIBILITIES

Both Parties agree to provide an initial forecast for establishing the initial interconnection facilities. Subsequent forecasts will be provided on a semi-annual basis concurrent with the publication of the SWBT General Trunk Forecast including yearly forecasted trunk quantities for all trunk groups described in this Appendix for a minimum of three years and the use of Common Language Location Identifier (CLLI-MSG) which is described in Bellcore documents BR795-100-100 and BR795-400-100. Trunk servicing will be performed on a monthly basis at a minimum.

SWBT shall be responsible for forecasting and servicing the trunk groups terminating to the LSP. The LSP shall be responsible for forecasting and servicing the trunk groups terminating to SWBT end users and/or to be used for tandem transit to other provider's networks, operator services and DA service, and interLATA toll service. Standard trunk traffic engineering methods will be used as described in Bell Communications Research, Inc. (Bellcore) document SR-TAP-000191, Trunk Traffic Engineering Concepts and Applications.

### IX. TRUNK SERVICING

1. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").
2. All Parties shall jointly manage the capacity of local Interconnection Trunk Groups. Either Party may send the other Party an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party will issue a Firm Order Confirmation ("FOC") and a Design Layout Record ("DLR") to the ordering Party within five (5) business days after receipt of the ASR.
3. Orders that comprise a major project (i.e., new switch deployment) shall be submitted in a timely fashion, and their implementation shall be jointly planned and coordinated.
4. Service requested in an ASR shall be provided within 20 business days of receipt of a complete ASR (within 15 days of the FOC). Facilities must be in place before trunk orders can be completed.
5. In the event that a Party requires trunk servicing within shorter time intervals than those provided for in this Article XI due to a bona fide end user demand, such Party may designate its ASR as an "Expedite" and the other Party shall use best efforts to issue its FOC and DLR and install service within the requested interval.

6. Each Party shall be responsible for engineering their networks on their side of the NIP.

## X. SERVICING OBJECTIVE/DATA EXCHANGE

Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a 20 business day study period. Upon request, each Party will make available to the other, trunk group measurement reports for trunk groups terminating in the requesting Party's network. These reports will contain offered load, measured in CCS (100 call seconds), that has been adjusted to consider the effects of overflow, retries and day-to-day variation. They will also contain overflow CCS associated with the offered load, day-to-day variation, peakedness factor, the date of the last week in the four week study period and the number of valid days of measurement. These reports shall be made available at a minimum on a semi-annual basis upon request.

## XI. SPECIFICATIONS

All DS-1 and DS-3 facilities utilized for trunking established or employed by the Parties for purposes of this STC shall meet the specifications set forth in SWBT's TP-76625 dated June, 1990 and TP-76839 dated January, 1996.

## XII. TRUNK FACILITY UNDER UTILIZATION

At least once a year the Parties shall exchange trunk group measurement reports as detailed above for trunk groups terminating to the other Party's network. Each Party will determine the required trunks for each of the other Party's trunk groups for the previous 12 months. Required trunks will be based on the Blocking Objectives under "Trunk Design Blocking Criteria" above and time consistent average busy hour usage measurements from the highest 4 consecutive week (20 business day) study. Trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 48 trunks (2 modular digroups) or 10%, whichever is larger, over the required number of trunks.

The party with excess trunking capacity will assess the trunk capacity based on forecasted requirements and agrees to disconnect trunks in excess of forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity the party agrees to take timely steps to disconnect all excess capacity.

Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.



### XIII. INSTALLATION, MAINTENANCE, TESTING AND REPAIR

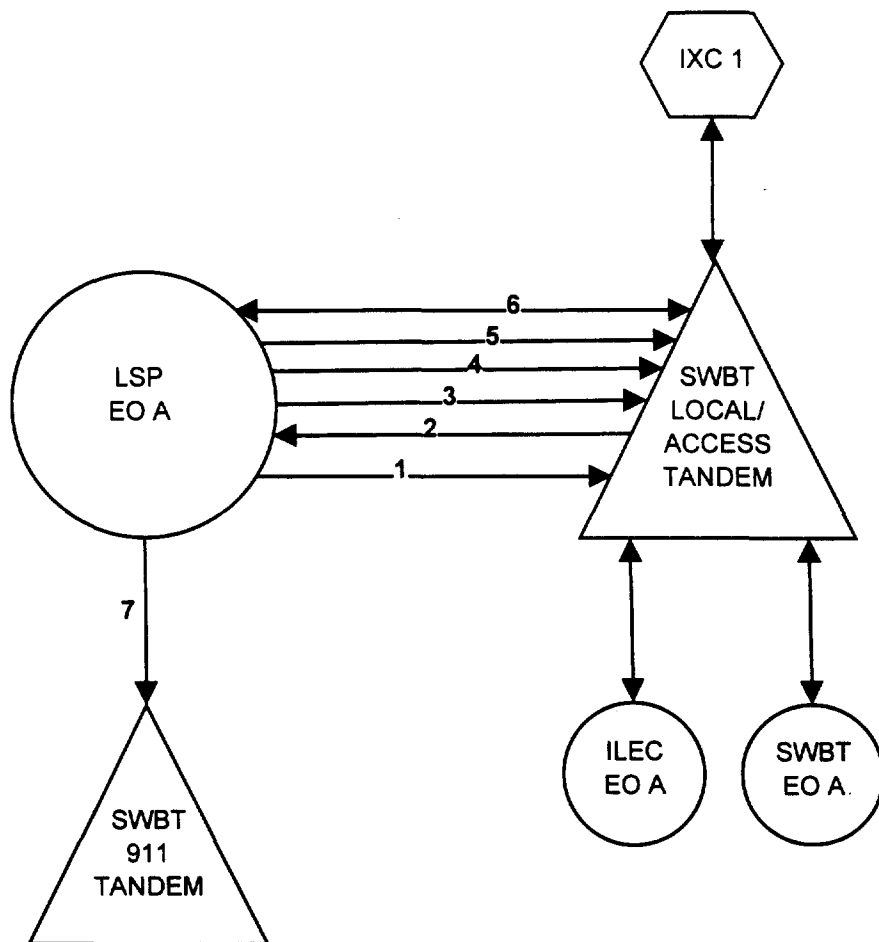
SWBT's standard intervals for Feature Group D Switched Exchange Access Services will be used for Interconnection trunks as specified in the most current SWBT Accessible Letter, currently SWA96-036, dated April 15, 1996. The LSP shall meet the same intervals for comparable installations, maintenance, joint testing, and repair of its facilities and services associated with or used in conjunction with Interconnection or shall notify SWBT of its inability to do so and will negotiate such intervals in good faith.

Attachment #1 Direct End Office Trunking

Central  
University  
Victor  
Windsor  
Melrose  
Mutual  
Garfield  
Orange  
Skyline  
Parkview  
Sunset  
Edmond  
Norman  
Pershing  
Moore Swift  
Moore West  
Yukon Main  
Guthrie  
Shawnee  
Chickasha

## SCENARIO 1

### SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING



#### TRAFFIC USE/MODIFIER

1. DDJ
2. TCJ
3. TOCRJ
4. DD800J
5. MDJ
6. MDJ
7. ESJ

#### DESCRIPTION

- INTRALATA AND LOCAL (SS7 SIGNALING)
- INTRALATA AND LOCAL (SS7 SIGNALING)
- MASS CALLING (MF SIGNALING)
- INTRALATA 800 (MAXIMIZER 800)(SS7 SIGNALING) #
- INTERLATA ONLY (MF SIGNALING) @
- INTERLATA ONLY (SS7 SIGNALING)
- EMERGENCY SERVICE (MF SIGNALING)

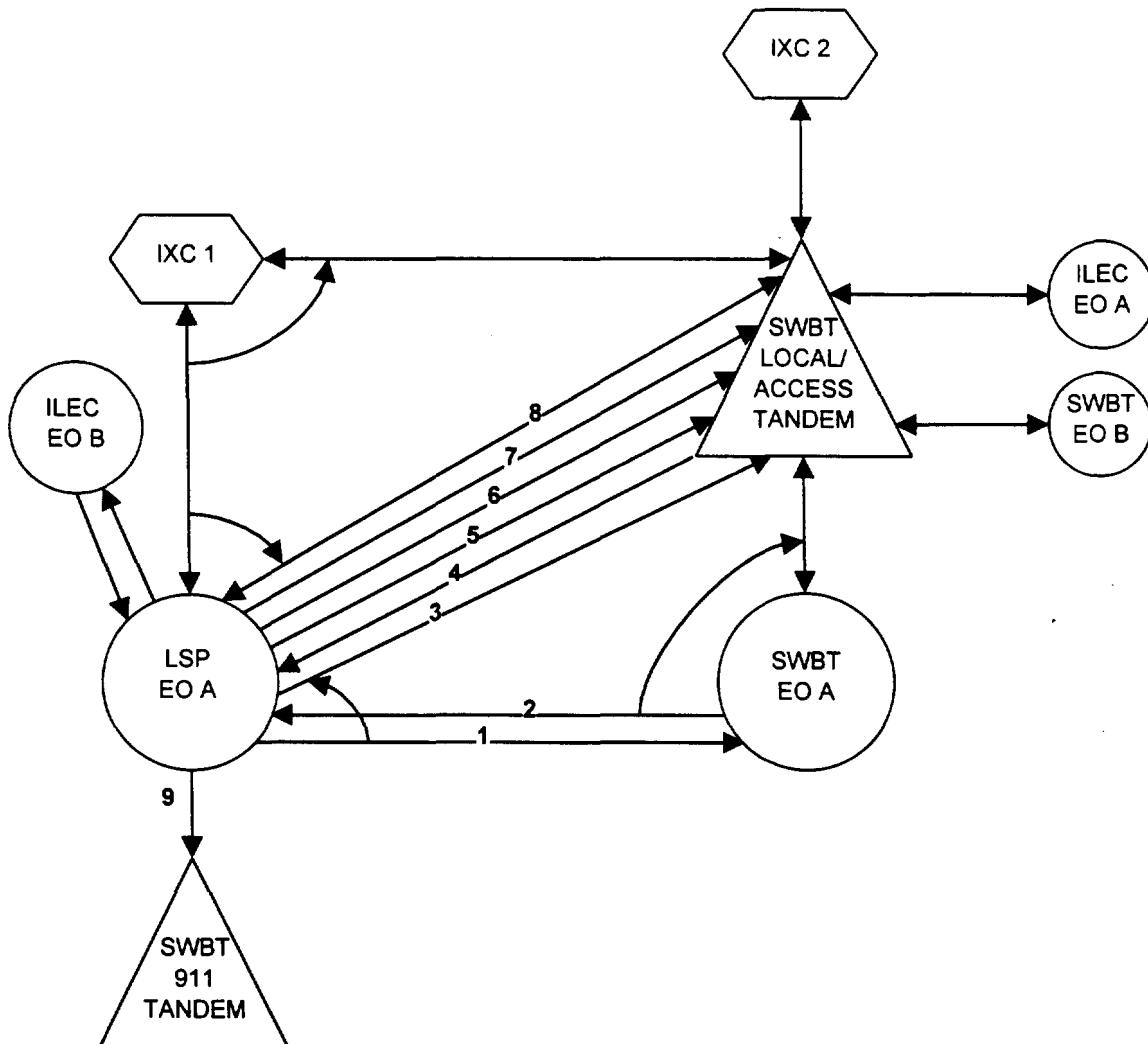
@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D.

# Required if SWBT does not perform the database query for the LSP.

Revised 6/17/96  
 LSP1.AF3

## SCENARIO 2

### SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING



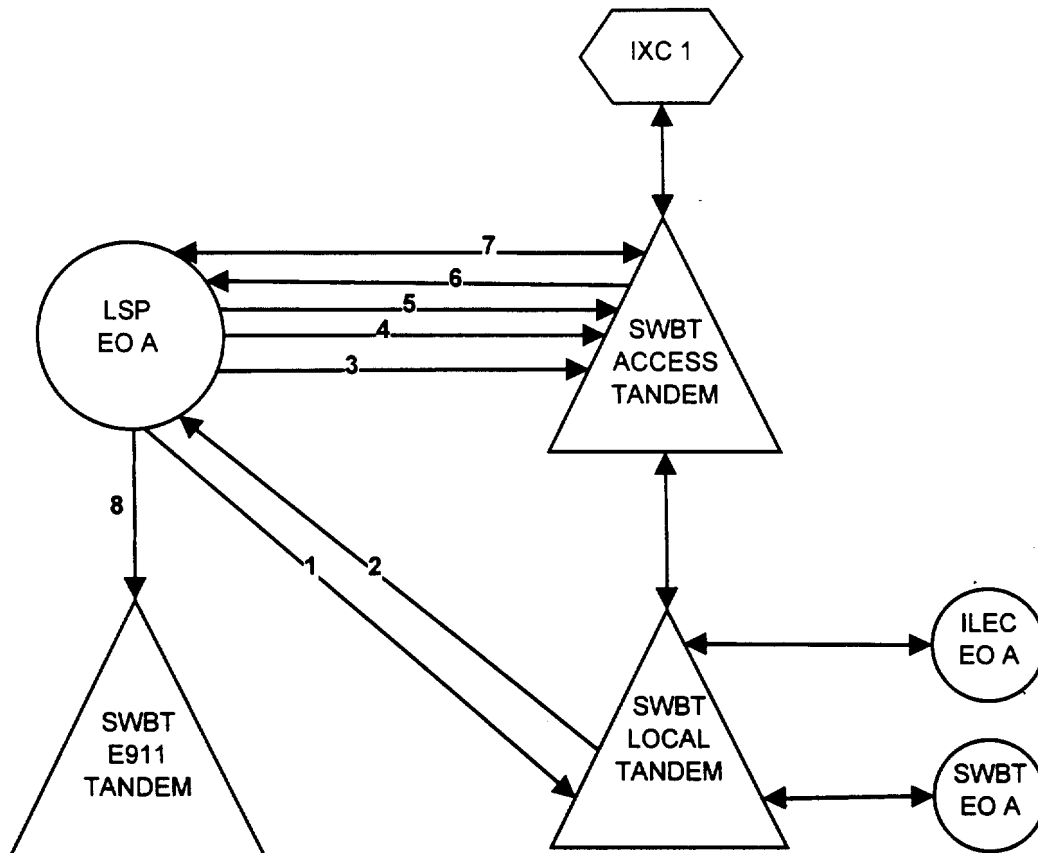
TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. DDJ	INTRALATA AND LOCAL (SS7 SIGNALING)
4. TCJ	INTRALATA AND LOCAL (SS7 SIGNALING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. MDJ	INTERLATA ONLY (MF SIGNALING) @
8. MDJ	INTERLATA ONLY (SS7 SIGNALING)
9. ESJ	EMERGENCY SERVICE (MF SIGNALING)

@ Required at the Dallas 4 ESS switch only for 10XXXX # cut through and Feature Group B over D.

# Required if SWBT does not perform the database query for the LSP.

### SCENARIO 3

#### SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITHOUT DIRECT END OFFICE, ILEC OR IXC TRUNKING

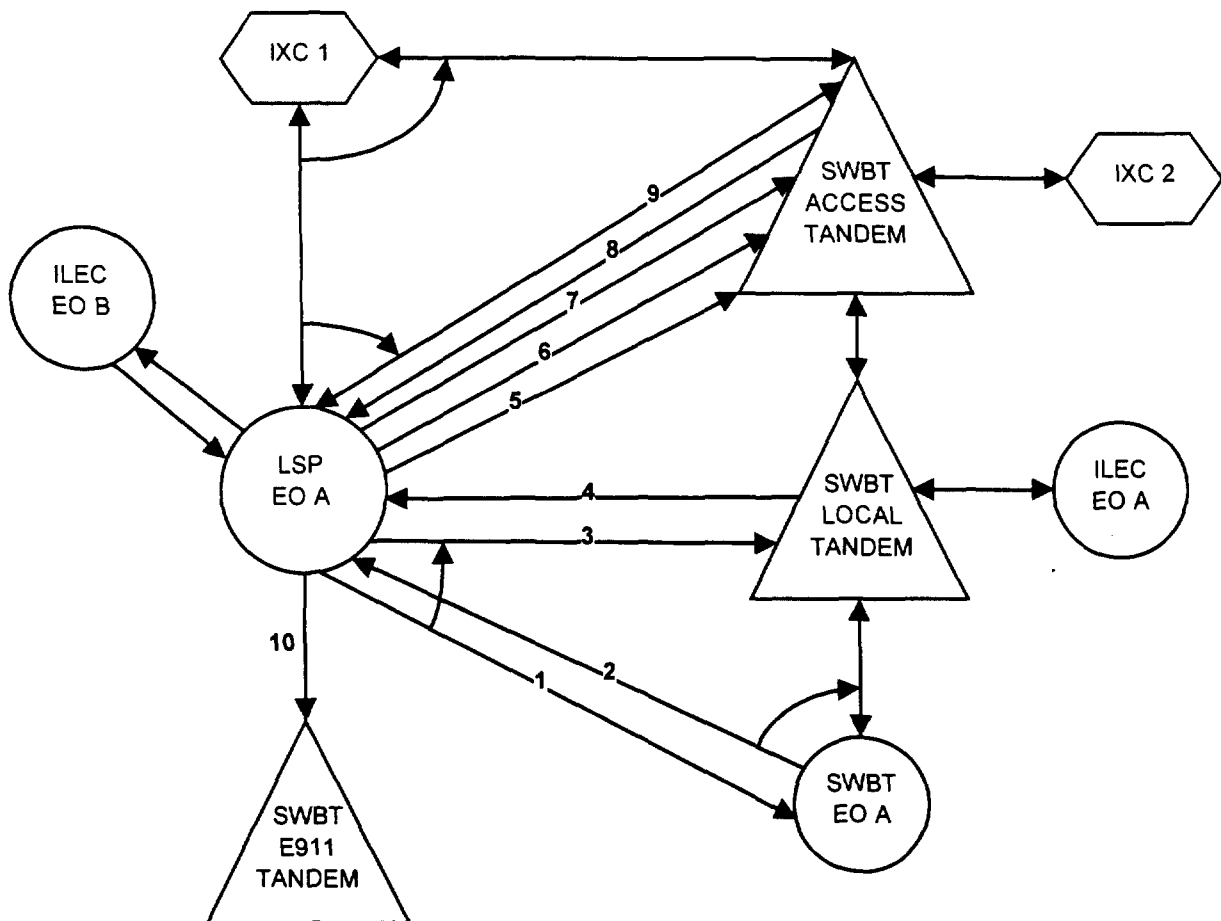


TRAFFIC USE/MODIFIER	DESCRIPTION
1. TOJ	LOCAL ONLY (SS7 SIGNALING)
2. TGJ	LOCAL ONLY (SS7 SIGNALING)
3. TOCRJ	MASS CALLING (MF SIGNALING)
4. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
5. DDJ	INTRALATA ONLY (SS7 SIGNALING)
6. TCJ	INTRALATA ONLY (SS7 SIGNALING)
7. MDJ	INTERLATA ONLY (SS7 SIGNALING)
8. ESJ	EMERGENCY SERVICE (MF SIGNALING)

# Required if SWBT does not perform the database query for the LSP.

# SCENARIO 4

## SINGLE RATE AREA - SEPARATE SWBT LOCAL AND ACCESS TANDEMS WITH SOME DIRECT END OFFICE, ILEC AND IXC TRUNKING



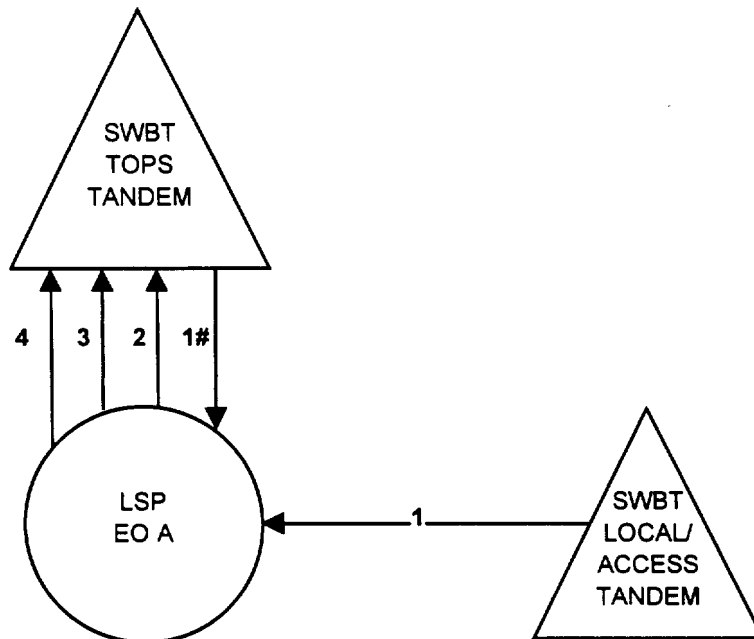
TRAFFIC USE/MODIFIER	DESCRIPTION
1. IEJ	LOCAL ONLY (SS7 SIGNALING)
2. IEJ	LOCAL ONLY (SS7 SIGNALING)
3. TOJ	LOCAL ONLY (SS7 SIGNALING)
4. TGJ	LOCAL ONLY (SS7 SIGNALING)
5. TOCRJ	MASS CALLING (MF SIGNALING)
6. DD800J	INTRALATA 800 (MAXIMIZER 800) (SS7 SIGNALING) #
7. DDJ	INTRALATA ONLY (SS7 SIGNALING)
8. TCJ	INTRALATA ONLY (SS7 SIGNALING)
9. MDJ	INTERLATA ONLY (SS7 SIGNALING)
10. ESJ	EMERGENCY SERVICE (MF SIGNALING)

# Required if SWBT does not perform database query for the LSP.

Revised 12/30/96  
 LSP4.AF3

## SCENARIO 5

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM  
 WHERE SWBT IS THE OPERATOR SERVICES PROVIDER FOR THE LSP**



<u>TRAFFIC USE/MODIFIER</u>	<u>DESCRIPTION</u>
1. VRJ	BUSY LINE VERIFICATION (MF SIGNALING) #
2. DAJ or DACCJ	DIRECTORY ASSISTANCE or DIRECTORY ASSISTANCE CALL COMPLETION (MF SIGNALING, OPERATOR SERVICES SIGNALING)
3. ETCM2J	0-, 0+ COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)
4. ETCMFJ	0-, 0+, DA, DACC COMBINED COIN AND NONCOIN (MF SIGNALING, OPERATOR SERVICES SIGNALING)

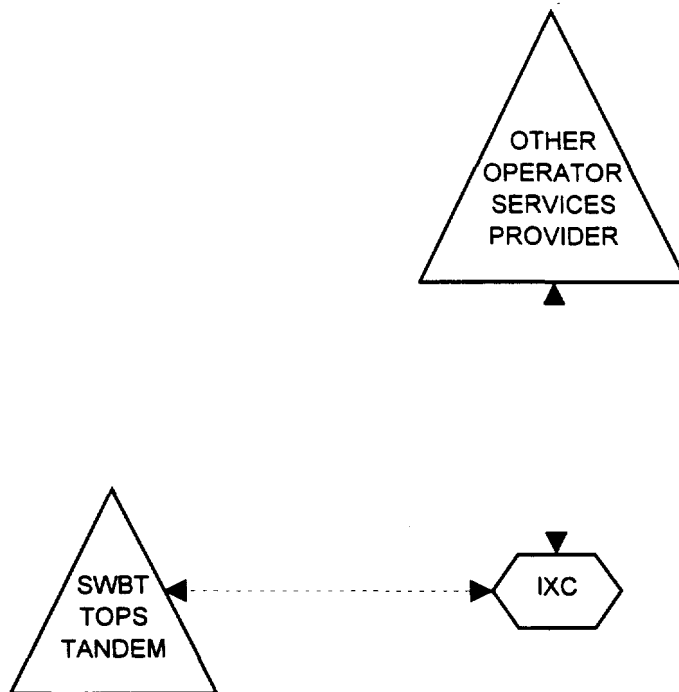
# Busy Line Verification is sometimes trunked out from the TOPS Tandem rather than the Access Tandem.

Revised 1/7/97  
 LSP5.AF3

## SCENARIO 6

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM  
WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER FOR THE LSP**

**121 INWARD OPERATOR ASSISTANCE**



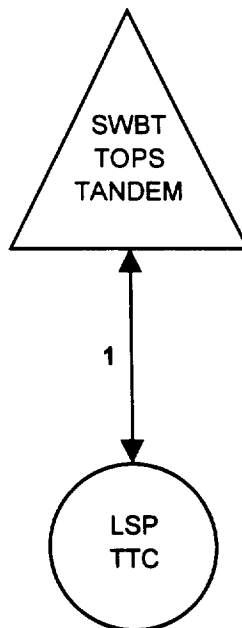
**Note: This scenario would use existing Interexchange Carrier Network.**

**Revised 6/17/96  
LSP6.AF3**



## SCENARIO 7

**SINGLE RATE AREA - COMBINED SWBT LOCAL/ACCESS TANDEM  
WHERE SWBT IS NOT THE OPERATOR SERVICES PROVIDER  
FOR THE LSP AND THE LSP'S SWITCH IS THE DESIGNATED  
OPERATOR SWITCH (TTC) FOR 121 INWARD ASSISTANCE**



<u>TRAFFIC USE/MODIFIER</u>	<u>DESCRIPTION</u>
1. OAJ	ACCESS TO INWARD OPERATOR (121) (MF SIGNALING)

## **APPENDIX DCO**

## Appendix DCO

EXCHANGE:

Direction <sup>1</sup>	LSP Location <sup>2</sup>	DCO <sup>3</sup>	NIP <sup>4</sup> [Insert address and V&H below]	Interconnection Method

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<sup>1</sup> This column will be completed by indicating the direction of the terminating traffic (e.g., either LSP to SWBT or SWBT to LSP.)

<sup>2</sup> **LSP LOCATION** - The address of the LSP Location that will house LSP's interconnection equipment and through which SWBT will terminate traffic on the LSP's network.

<sup>3</sup> **DESIGNATED CONNECTING OFFICE (DCO)** - The address of the SWBT end office or tandem through which the LSP will terminate traffic on SWBT's network.

<sup>4</sup> **NETWORK INTERCONNECTION POINT or "NIP"** - The NIP is the location where SWBT and LSP facilities connect. The NIP will be identified by address and V&H Coordinates. The NIP for traffic going from LSP to SWBT and going from SWBT to LSP could be different. Where the physical interface occurs at a SWBT end office or tandem, the NIP shall be located at the DCO. When SWBT and an LSP agree to interconnect with a Mid-Span Fiber Interconnection (MSFI) the NIP is the location where the fiber of SWBT and the fiber of the LSP is connected, unless both Parties agree that the NIP is defined otherwise. Where the physical interface occurs at the LSP location the NIP for that interconnection shall be located at the LSP location.

## **APPENDIX WIRELESS**

## **APPENDIX WIRELESS**

This appendix sets forth the terms and conditions under which the Parties will distribute revenue from their joint provision of Wireless Interconnection Service for traffic originated on a Commercial Mobile Radio Service (CMRS) Provider's network and terminating through the Parties' respective wireline switching networks within a Local Access and Transport Area (LATA). The Parties will be compensated under this Appendix only to the extent that they are not been compensated for Wireless Interconnection Service under other tariffs, settlement agreements, contracts or other mechanism. This Appendix is subject to the terms and conditions of applicable tariffs.

### **1.0 Definitions**

- A. Wireless Interconnection Service - The interchange of traffic originated from a Commercial Mobile Radio Service (CMRS) Provider's Mobile Telephone Switching Office (MTSO) through SWBT's or Cox's point of switching for termination on the relevant Party's wireline switching network.
- B. Commercial Mobile Radio Service (CMRS) Provider - A radio common carrier provider of domestic public cellular telecommunication service, as defined in Part 22, Part 24, or Part 90 of the FCC Rules and Regulations.
- C. End Office - A SWBT or Cox switching system where exchange service customer station loops are terminated for the purpose of interconnection to each other and to the network.
- D. Local Access and Transport Area ("LATA") - A geographic area marking the boundaries beyond which a Bell Operating Company formerly could not carry telephone calls pursuant to the terms of the Modification of Final Judgment (MFJ), U.S. vs. American Tel. & Tel. Co., 552 F.Supp. 131 (D.D.C. 1983), affirmed sub nom. Maryland v. United States, 460 U.S. 1001 (1983).
- E. Local Calling Area or Local Calling Scope - That area in which the message telephone exchange service between two or more end offices, without a toll charge, is provided.
- F. Minutes of Use (MOU) - For the purposes of this Appendix, MOU means the Terminating Traffic as recorded by the Primary Company or MOU provided by the CMRS Provider to the Primary Company where the Primary Company is unable to measure the actual terminating usage.

- G. Mobile Telephone Switching Office ("MTSO") - A CMRS Provider's switching equipment or terminal used to provide CMRS Provider's switching services or, alternatively, any other point of termination designated by the CMRS Provider. The MTSO directly connects the CMRS Provider's customers within its licensed serving area to the Primary Company's facilities.
- H. Primary Company - The Party that provides the End Office or Tandem Office where the CMRS Provider chooses to connect terminating traffic. The Primary Company also bills the CMRS Provider for Wireless Interconnection Service.
- I. Revenues - Those monies the Primary Company bills and collects from the CMRS Provider for jointly provided Wireless Interconnection Service.
- J. Secondary Company - The Party that receives Terminating Traffic from the Primary Company.
- K. Tandem Office - A Party's switching system that provides an intermediate switching point for traffic between end offices or the network.
- L. Terminating Traffic - That traffic which is delivered by a CMRS Provider to the Primary Company for termination at a point on the intraLATA wireline switching network.

## **2.0 ADMINISTRATION OF REVENUE DISTRIBUTION**

- A. The Primary Company will compute, bill, collect and distribute the revenue for jointly provided Wireless Interconnection Service for calls terminating within a LATA. On jointly provided Wireless Interconnection Service, the Primary Company will distribute a portion of the Local Transport (LT) Revenues as described below with the Secondary Company for its part in terminating traffic from the CMRS Provider. The Primary Company will distribute applicable Local Switching (LS) and Carrier Common Line (CCL) charges which are collected from the CMRS Provider to the Secondary Company, as described below.
- B. Distribution of revenues will be computed using the rate elements as defined in SWBT's applicable Wireless Interconnection Tariff, as described in Section of this Agreement.
- C. For terminating traffic, actual monthly wireless MOU will be measured by the Primary Company for each office in the LATA or provided to the Primary Company by the CMRS Provider in those cases where the Primary Company is unable to measure the actual terminating usage.

- D. Each month, the amount of CCL and LS revenue (based on the rates in the Primary Company's applicable tariffs) due the Secondary Company from the Primary Company will be determined by totaling the actual terminating MOU associated with each of the Secondary Company's end offices and multiplying those MOU by the appropriate rates as set out above. The LT revenues due to the Secondary Company will be determined for each Secondary Company end office by multiplying the billed MOU by the appropriate LT rate multiplied by the applicable end office percentage ownership of facilities listed in Exhibit A to this Appendix.
- E. The Primary Company will prepare a revenue and usage statement on a monthly basis. Within 90 calendar days after the end of each billing period, except in cases of disputes, the Primary Company will remit the compensation amount due the Secondary Company. When more than one compensation amount is due, they may be combined into a single payment. No distribution will be made for the revenue the Primary Company is unable to collect.
- F. The revenue and usage statement will contain the following information:
  - a. The number of MOU for each of the Secondary Company's end offices, the corresponding rate elements to be applied to the MOUs for each end office, and the resulting revenues;
  - b. The total of the MOU and revenues for the Secondary Company;
  - c. The percent ownership factor used to calculate the distribution of Local Transport revenues; and,
  - d. Adjustments for uncollectibles.
- G. The Parties agree that revenue distribution under this Appendix will apply as of the effective date of the Agreement. The Primary Company will start revenue distribution on usage within 60 calendar days from the date this Appendix is effective.

### **3.0 TERMINATION PROVISIONS**

- A. This Appendix shall remain in effect until terminated by either Party upon a minimum of 30 calendar days written notice by such Party to the designated representative of the other.
- B. This Appendix may be terminated by an order of an appropriate regulatory commission or a court of competent jurisdiction.

#### **4.0 MISCELLANEOUS PROVISIONS**

- A. Exhibit A to this Appendix is attached and incorporated into this Appendix by reference. From time to time, by written agreement of both parties, new Exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit A previously in effect.
- B. Each party will promptly upon request, furnish to the other such information as may reasonably be required to perform under this Appendix.

#### **5.0 NOTICE**

- A. In the event any notices are required under the terms of this Appendix, they shall be sent by registered mail, return receipt requested to:

if to SWBT    General Manager - Competitive Provider Account Team  
Southwestern Bell Telephone Company  
One Bell Plaza, Room 525  
Dallas, TX 75202  
Fax: (214) 464-1486

if to Cox      Director - State Regulatory Affairs  
1400 Lake Hearn Dr.  
Atlanta, Georgia 30319  
Fax: (404) 847-6064

#### **6.0 THE LIMITATION OF LIABILITY AND INDEMNIFICATION**

Provisions of the Agreement shall govern performance under this Appendix.



**EXHIBIT A TO APPENDIX WIRELESS**

**End Office Percent Ownership of Local Transport Facilities**

<b>CLLI Code Transport Facilities</b>	<b>NPA-NXX</b>	<b>% Ownership of</b>
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